

The Honorable Thomas. S. Zilly
Trial Date: October 31, 2022

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARK RICKNER and HEIDI RICKNER, each
individually and a marital community
comprised thereof,

Plaintiffs,

vs.

ALLSTATE INSURANCE COMPANY, a
foreign insurance company,

Defendant.

C19-5857-TSZ

AGREED PRETRIAL ORDER

COMES NOW the parties, Plaintiffs Mark Rickner and Heidi Ricker and Defendant Allstate Insurance Company, by and through their respective its counsel of record presents this Agreed Pretrial Order.

1. JURISDICTION

The Complaint in this matter was originally filed in Pierce County Superior Court. Defendant Allstate removed the case to United States District Court Western District of Washington pursuant to 28 U.S.C. § 1441. This Court has proper (original) jurisdiction over this case pursuant to 28 U.S.C. § 1332 because the Rickners are/were Washington residents, Allstate is a foreign corporation, and the amount in controversy exceeds \$75,000.

AGREED PRETRIAL ORDER - 1

1 Personal jurisdiction and venue are proper in this District pursuant to 28 U.S.C.
2 § 1391(a), and (c), and Federal Rules of Civil Procedure 4(k)(1) and 4(k)(2).

3 The parties have stipulated to an in-person jury trial, using a Seattle jury pool. The
4 Court has deferred ruling on this proposed stipulation until closer to the trial date on whether the
5 pretrial conference and trial will proceed virtually or in person. ECF 94.

6 **2. CLAIMS AND DEFENSES**

7 **1. Plaintiffs' Claims for Relief.**

8 Plaintiffs alleges and claims relief due to Defendant Allstate's violation of the implied
9 covenant of good faith and fair dealing, pursuant to Wash. Rev. Code § 48.30.010; unfair and
10 deceptive business practices, in violation of Washington Revised Code § 19.86.010 *et seq.*; and
11 Allstate's breach of contractual obligations.
12

13 **2. Allstate denies Plaintiffs' claims and also contends it will present the following**
14 **defenses.**

15 1. At all times material, Defendant's investigation and adjustment of the claims
16 have been reasonable, in compliance with the terms and conditions of the insurance
17 contract, and in compliance with Washington State law in light of the facts and
18 circumstances surrounding the loss and claims submitted. As a result, all of Plaintiff's extra-
19 contractual claims are without merit;
20

21 2. Defendant asserts that Plaintiffs' breach-of-contract claim is barred by the
22 1-year suit limitations provision in the Policy;

23 3. At all times relevant Defendant's actions were justified;

24 4. To the extent Defendant had any duties to the Plaintiff, Defendant fulfilled those
25 duties;
26

1 5. Plaintiffs' damages, if any, were proximately caused or contributed to by
2 Plaintiffs' own acts and/or omissions;

3 6. Plaintiffs have failed to mitigate their damages;

4 7. Plaintiffs cannot create insurance coverage through allegations of bad faith or
5 other conduct or lack of conduct by Defendant. Terms of coverage are governed by the
6 Insurance Contract;

7 8. Plaintiffs misrepresented and/or concealed material facts as related to this loss.
8 Allstate sets forth the following in support of this affirmative defense, which includes but is not
9 limited to the following:
10

11 a. The Rickners were aware there was a lienholder on the Property. By way
12 of example, the Rickner's Public Adjuster, Jack Thomas, testified that his file indicates
13 First Tennessee as a lienholder of the property at the time that he was retained, in
14 December of 2017. Yet, Mr. Thomas's correspondences dated September 19, 2018, and
15 November 1, 2018, are material misrepresentations, wherein Mr. Thomas states there
16 has not been a lienholder on the property for 10 years. ECF 13 at pp. 29 & 39. Allstate
17 reserves the right to identify additional examples of such material misrepresentations.
18

19 b. The estimate provided by Prime Northwest was not an arm's length
20 transaction. Rather, the owner of Prime Northwest was related to the Rickner's Public
21 Adjuster, Jack Thomas. This information was concealed from Allstate at all times
22 material hereto. Allstate reserves the right to identify additional examples of such
23 concealment.
24

1 c. Heidi Rickner misrepresented and/or concealed facts related to the fire,
2 specifically her whereabouts at the time before and after the fire. Allstate reserves the
3 right to identify additional examples of such misrepresentation and/or concealment.

4 d. Mark Rickner and/or Heidi Rickner misrepresented and/or concealed
5 facts related to the fire and Mr. Rickner's prior threats to damage the home and/or harm
6 Ms. Rickner.

7
8 **Objection.** Plaintiff objects to the presentation of issues not previously
9 disclosed. Allstate responds that the issues have been previously
10 disclosed and/or raised during motion practice and/or through the course
of discovery.

11 e. Mark Rickner and/or Heidi Rickner misrepresented and/or concealed
12 facts related to Mr. Rickner being an arson suspect in the fire.

13 **Objection.** Plaintiff objects to the presentation of issues not previously
14 disclosed. Allstate responds that the issues have been previously
15 disclosed and/or raised during motion practice and/or through the course
of discovery.

16 f. Heidi Rickner misrepresented and/or concealed facts related to her and
17 her children moving out of the house, prior to the fire, and were not living there at the
18 time of the fire.

19 **Objection.** Plaintiff objects to the presentation of issues not previously
20 disclosed. Allstate responds that the issues have been previously
21 disclosed and/or raised during motion practice and/or through the course
of discovery.

22 g. Mark Rickner and/or Heidi Rickner misrepresented and/or concealed
23 facts related to the reason Mr. Rickner was hospitalized after the fire.

24 **Objection.** Plaintiff objects to the presentation of issues not previously
25 disclosed. Allstate responds that the issues have been previously
26 disclosed and/or raised during motion practice and/or through the course
of discovery.

1
2 9. Plaintiff's recovery, if any, is limited to the terms of the insurance contract.

3 **III. ADMITTED FACTS**

4 The following facts are admitted by the parties:

5 1. Mark and Heidi Rickner own property located at 15909 7th Avenue East,
6 Tacoma, Washington.

7 2. Mark and Heidi Rickner purchased a Deluxe Plus Homeowners Policy from
8 Allstate, Policy Number 917 292 046, to provide protection from losses that may result from
9 accidental damage to the dwelling and personal property contained in the home. The Policy had
10 limits of \$375,550 for the dwelling, and \$281,663 for personal property, among other
11 coverages. With extended coverages, the limits of the dwelling coverage was \$450,660.

12 3. On or about December 3, 2016, the Rickners' property suffered damage as a
13 result of a fire. The Rickners' property, both the structures and personal property stored therein,
14 was significantly damaged by the fire.

15 4. On May 5, 2020, Allstate issued the check to the Rickners, Casualty Loss
16 Consultants, and First Horizon Bank in the amount of \$359,188.86.

17 5. The Rickners' Allstate Policy was in full force and effect at the time that the
18 damage to their property occurred.

19 6. In accordance with the terms of Rickners' Allstate Policy, the Rickners promptly
20 notified Allstate of the December 3, 2016 fire and the damage to their property that had resulted
21 from the fire.

22 7. The Rickners negotiated their claim for damage to personal property directly
23 with Allstate, and that claim was settled.

24 8. In March 2017, Allstate made the Rickners aware that Chase Bank was going to
25 be included as a payee on any claim settlement checks specific to repair of the building.

1 5. Did Allstate act in bad faith by failing to perform proper investigations regarding
2 the inclusion of Chase Bank as payee on the claims settlement check for repairs to the Rickner
3 home after Allstate had been advised that the Rickners never had a mortgage with Chase Bank?

4 6. Did Allstate act in bad faith through the use of Puget Sound Restoration and
5 repairs estimates drafted by Puget Sound Restoration?

6 7. Did Allstate's actions cause delays such that the Rickner home can longer be
7 repaired but must be rebuilt?

8 8. Did Defendant Allstate's actions in its insistence of including Chase Bank as a
9 payee on the structural claim settlement check for the repair of the Rickner home constitute: (1)
10 an unfair or deceptive act or practice; (2) which occurs in trade or commerce; (3) that impacts
11 the public interest; (4) which caused injury to the Rickners in business or property; and (5)
12 which injury to the Rickners is causally linked to unfair or deceptive act?

13 **B. Allstate's Assertions of Issues of Law.**

14 1. Whether Allstate required to comply with the Lender Loss Payable Endorsement
15 – Allstate owed a duty and obligation to name mortgage company on the settlement proceeds.

16 2. Whether there should be no coverage as a matter of law based upon the
17 following misrepresentations and/or concealment:

- 18 a. The Rickners were aware there was a lienholder on the Property. By way of
19 example, the Rickner's Public Adjuster, Jack Thomas, testified that his file
20 indicates First Tennessee as a lienholder of the property at the time that he
21 was retained, in December of 2017. Yet, Mr. Thomas's correspondences
22 dated September 19, 2018, and November 1, 2018, are material
23 misrepresentations, wherein Mr. Thomas states there has not been a
24 lienholder on the property for 10 years. ECF 13 at pp. 29 & 39. Allstate
25
26

1 reserves the right to identify additional examples of such material
2 misrepresentations.

3 b. The estimate provided by Prime Northwest was not an arm's length
4 transaction. Rather, the owner of Prime Northwest was related to the
5 Rickner's Public Adjuster, Jack Thomas. This information was concealed
6 from Allstate at all times material hereto. Allstate reserves the right to
7 identify additional examples of such concealment.
8

9 c. Heidi Rickner misrepresented and/or concealed facts related to the fire,
10 specifically her whereabouts at the time before and after the fire. Allstate
11 reserves the right to identify additional examples of such misrepresentation
12 and/or concealment.
13

14 d. Mark Rickner and/or Heidi Rickner misrepresented and/or concealed facts
15 related to the fire and Mr. Rickner's prior threats to damage the home and/or
16 harm Ms. Rickner.

17 **Objection.** Plaintiff objects to the presentation of issues not previously
18 disclosed. Allstate responds that the issues have been previously
19 disclosed and/or raised during motion practice and/or through the course
20 of discovery.

21 e. Mark Rickner and/or Heidi Rickner misrepresented and/or concealed facts
22 related to Mr. Rickner being an arson suspect in the fire.

23 **Objection.** Plaintiff objects to the presentation of issues not previously
24 disclosed. Allstate responds that the issues have been previously
25 disclosed and/or raised during motion practice and/or through the course
26 of discovery.

f. Heidi Rickner misrepresented and/or concealed facts related to her and her children moving out of the house, prior to the fire, and were not living there at the time of the fire.

Objection. Plaintiff objects to the presentation of issues not previously disclosed. Allstate responds that the issues have been previously disclosed and/or raised during motion practice and/or through the course of discovery.

g. Mark Rickner and/or Heidi Rickner misrepresented and/or concealed facts related to the reason Mr. Rickner was hospitalized after the fire.

Objection. Plaintiff objects to the presentation of issues not previously disclosed. Allstate responds that the issues have been previously disclosed and/or raised during motion practice and/or through the course of discovery.

3. Whether the damages being claimed by the Plaintiffs is supported by the evidence when Allstate has retained Zeno Martin and Scott Hedges who can testify as to the ability to repair the home and the cost associated therewith.

4. Whether Plaintiffs have failed to mitigate their damages, because they took no steps to secure/safeguard the property, failed to prevent any further damage to the structure, and took no steps to start repairs.

5. Whether Plaintiffs ever had any intention of repairing/rebuilding the structure.

V. **Expert Witnesses**

Each party shall be limited to 1 expert witness on each the issue of repair/rebuild of the Rickner home and issue of bad faith claims practices.

- **OBJECTION.** Allstate has a fact expert as it relates to the cost to repair/rebuild, as identified in the below witnesses. Allstate is not stipulating to one “expert witness”, as Plaintiff has proposed.

1 The names and address of the expert witnesses to be used by each party at the trial and
2 the issue upon which each will testify is:

3 1. On behalf of Plaintiff.

4 Patrick McGarrah
5 Landmark Custom Construction, Inc.
6 5102 27th Street East
7 Fife, WA 98424

8 Mr. McGarrah is an owner of Landmark Custom Construction, Inc., a residential home
9 building contractor. Mr. McGarrah will be called to testify regarding his review and evaluation
10 of the Rickner home as of the fall of 2020, his opinion regarding whether the home needs to be
11 rebuilt entirely, and the cost associated with the rebuild of the home in its current state.

12 2. On behalf of Defendant.

13 Zeno Martin, PE, SE
14 Wiss, Janney, Elstner Associates, Inc.
15 960 S Harney Street
16 Seattle, WA 98108
17 206-622-1441

18 Mr. Martin is an expert regarding structural engineering. He will testify regarding his
19 expert opinions related thereto

20 William P. Hight
21 Hight Consulting, LLC
22 1510 Catbriar Way
23 Odenton, MD 21113
24 wph@hightlaw.com
25 (206) 601 – 0492

26 Mr. Hight is a claims handling expert. He will testify regarding his expert opinions
related thereto.

23 **VI. Other Witnesses.**

25 1. On behalf of Plaintiff

26 Will Testify:

1 Mark Rickner, Plaintiff
2 c/o Freeman Law Firm, Inc.
3 1107 ½ Tacoma Ave S
Tacoma, WA 98402

4 Plaintiff Mark Rickner will testify concerning the basis and substance of his claims
5 against Allstate Insurance.

6 Heidi Rickner, Plaintiff
7 c/o Freeman Law Firm, Inc.
8 1107 ½ Tacoma Ave S
Tacoma, WA 98402

9 Plaintiff Heidi Rickner will testify concerning the basis and substance of her claims
10 against Allstate Insurance.

11
12 Steven Richardson
13 105 Four Seasons Drive
Onalaska, Washington 98570

14 Mr. Richardson was the Allstate adjuster assigned to the Rickner claim. Mr. Richardson
15 will be called to testify about his actions and inactions on the Rickner claim.

16
17 Jack Thomas
18 Casualty Loss Consultants
19 418 Carpenter Road Southeast, Suite 101
Lacey, WA 98503 (360) 486-0122

20 Mr. Thomas is a public adjuster licensed by the State of Washington and acted as
21 Plaintiff Chi's public adjuster for the claims at issue in this matter. Mr. Thomas interacted with
22 Allstate's representatives on behalf of Plaintiffs and will testify concerning the nature and
23 substance of those interactions as well as Allstate's deficiencies in handling Plaintiffs' claims.

24
25 Ann Chittatil
26 Allstate Insurance Company
c/o Wathen | Leid | Hall | Rider, P.C.

1 222 Etruria Street
2 Seattle, WA 98109

3 Ms. Chittatil is an employee of Allstate and will testify regarding how Allstate listed
4 Chase Bank on the Rickner Policy and Allstate's inquiry into the matter. She will testify
via deposition transcript.

5 May Testify:

6 Bob Robinson

7
8 Mr. Robinson was the owner of Prime Northwest Construction, who provided the
9 estimate of repair for the Rickner home that supported the Rickner Proof of Loss. Mr. Robinson
10 may be called in to testify regarding his review of the home and estimate of repair.

11
12 **2. On behalf of Defendant**

13 Mark Rickner
14 c/o Spencer Freeman
15 Freeman Law Firm Inc.
16 1107 ½ Tacoma Avenue South
Tacoma, WA 98042
253-383-4500

17 Mark Rickner is a Plaintiff in this matter and has discoverable information regarding his
18 claims and alleged damages arising from the adjustment of the claim.

19 Heidi Rickner
20 c/o Spencer Freeman
21 Freeman Law Firm Inc.
22 1107 ½ Tacoma Avenue South
Tacoma, WA 98042
253-383-4500

23 Heidi Rickner is a Plaintiff in this matter and has discoverable information regarding her
24 claims and alleged damages arising from the adjustment of the claim.

25
26 Jack D. Thomas
418 Carpenter Road Southeast, Suite 101

1 Lacey, WA 98503 (360) 486-0122 Casualty Loss Consultants, Inc.
2 4570 Avery Lane SE, Suite C, PMB 118
3 Lacey, WA 98503

4 Mr. Thomas was the Plaintiffs' public adjuster in this matter and has discoverable
5 information regarding their claims and alleged damages arising from the adjustment of the
6 claim. He may testify live and/or via deposition transcript.

7 Sarah Davis
8 Ann Chittatil
9 Allstate Insurance Company
10 c/o Wathen | Leid | Hall | Rider, P.C.
222 Etruria Street
Seattle, WA 98109

11 Employees of Allstate may have discoverable information regarding the policy(ies) of
12 insurance issued to Plaintiffs, as well as coverage and adjustment issues, including, but not
13 limited to, claims investigation, claims decisions and claims analysis.

14
15 Scott Hedges
16 421 NE John Storm Ave. #782
La Center, WA 98629

17 Mr. Hedges was previously employed with Puget Sound Restoration, who was involved
18 with the claim in this matter. Mr. Hedges is a fact expert witness in this matter. He may have
19 knowledge or information regarding the facts and circumstances relevant to the claims in this
20 matter.

21
22 Scott Roberts
23 Jensen Hughes (formerly Case Forensics)
24 23109 55th Ave West
Mountlake Terrace, WA 98043
206-914-1033

25 Mr. Scott Roberts was the Cause and Origin Fire Investigator hired by Allstate. Mr.
26 Roberts will testify regarding his expert opinions related thereto

1 Julie Rickner
2 42226 Camino Santa Barbara
3 Fremont, CA 94539

4 Ms. Julie Rickner is believed to be the sister of Plaintiff, Mark Rickner. Ms. Rickner
5 may have knowledge or information regarding the facts and circumstances regarding the fire
6 loss, and any information regarding Plaintiffs' claims.

7 Sarahann Rickner

8 Ms. Sarahann Rickner is believed to be the daughter of Plaintiffs, Mark and Heidi
9 Rickner. Ms. Rickner may have knowledge or information regarding the facts and
10 circumstances regarding the fire loss, and any information regarding Plaintiffs' claims.
11

12 Matthew Rickner
13 15909 7th Ave E
14 Tacoma, WA 98445

15 Mr. Matthew Rickner is believed to be the son of Plaintiffs, Mark and Heidi Rickner.
16 Mr. Rickner may have knowledge or information regarding the facts and circumstances
17 regarding the fire loss, and any information regarding Plaintiffs' claims.

18 Representative's of
19 ProTech Mobile Services
20 11012 Canyon Rd. E, Ste. 8 #849
Puyallup, WA 98373

21 ProTech Mobile Services was the former business owned and operated by Mr. Mark
22 Rickner. Upon information and belief, ProTech and its employees may have knowledge or
23 information regarding the facts and circumstances relevant to the claims in this matter.
24
25
26

VII. Exhibit List.

Plaintiffs' Exhibits					
#	Description	Authenticity	Admissibility	Objection	Admitted
1.	Rickner Amended Deluxe Plus Homeowners Policy and Endorsements	Stipulated	Stipulated	-	
2.	Puget Sound Restoration estimate, 02/23/2017	Stipulated	Stipulated	-	
3.	Puget Sound Restoration estimate, 03/21/2017 #2	Stipulated	Stipulated	-	
4.	Puget Sound Restoration estimate 03/21/2017 #1	Stipulated	Stipulated	-	
5.	Puget Sound Restoration estimate 03/30/2017	Stipulated	Stipulated	-	
6.	Prime Northwest estimate	Disputed	Disputed	FRE 401, 402, 403, 801, 802, 803; misrep/concealment	
7.	Statement of Patrick McGarrah	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
8.	McGarrah estimate	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
9.	Chimney photographs by McGarrah	Stipulated	Stipulated	-	
10.	Concrete photographs by McGarrah	Stipulated	Stipulated	-	
11.	Master bedroom hearth crack photos by McGarrah	Stipulated	Stipulated	-	
12.	Mold sampling sites	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	

13.	Mold test results at 30 hours	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
14.	Mold test results at 100 hours	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
15.	Perspective measurements	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
16.	Photo of spacing between wall and mortar lines	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
17.	Stress cracking of windows	Stipulated	Stipulated	-	
18.	Water infiltration and gapping at chimney	Stipulated	Stipulated	-	
19.	Site photos (IMG_3579 to IMG_3678)	Stipulated	Stipulated	-	
20.	Puget Sound Restoration site photos	Stipulated	Stipulated	-	
21.	Allstate investigation photos	Stipulated	Stipulated	-	
22.	Rickner home layout	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
23.	Deposition of Ann Chittatil	Stipulated	Disputed	See Allstate's Dep Designations	
24.	Chittatil deposition corrections	Stipulated	Disputed	See Allstate's Dep	

				Designations	
25.	Rickner policy mortgage history	Stipulated	Stipulated	-	
26.	Deed of Trust 200409300445	Disputed	Disputed	FRE 1002;	
27.	Deed of Trust 200409300446	Disputed	Disputed	FRE 1002;	
28.	Deed of Reconveyance	Disputed	Disputed	FRE 1002;	
29.	2018 Rickner policy amendment	Stipulated	Disputed	FRE 401, 402, 403, 701, 702, 703, 704, 801, 802, 803	
30.	Rickner claim file portion 00000223-225	Stipulated	Stipulated	-	
31.	Alacrity file	Stipulated	Stipulated	-	
32.	Richardson employment file	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803; confidential	
33.	Chase response to Motion to Enforce Subpoena	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
34.	Declaration of John Devlin	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
35.	Allstate Motion to Interplead Funds	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
36.	Order denying motion to interplead	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
37.	Fire Loss Check dated May 5, 2020	Stipulated	Stipulated	-	
38.	Claim File	Stipulated	Stipulated	-	
39.	12.21.2016 letter from Steven Richardson to Rickners.pdf	Stipulated	Stipulated	-	
40.	01.08.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
41.	01.19.2017 EMAIL Rickners to Steven Richardson	Stipulated	Stipulated	-	

42.	01.20.2017 EMAIL Steven Richardson to Rickners	Stipulated	Stipulated	-	
43.	01.23.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
44.	01.25.2017 letter from Jennifer Gilbert to Rickners	Stipulated	Stipulated	-	
45.	01.27.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
46.	02.10.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
47.	03.08.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
48.	03.09.2017 letter from Jennifer Gilbert to Rickners	Stipulated	Stipulated	-	
49.	03.21.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
50.	03.24.2017 EMAIL Jennifer Gilbert to Rickners	Stipulated	Stipulated	-	
51.	03.30.2017 EMAIL Rickners to Steven Richardson 2	Stipulated	Stipulated	-	
52.	03.30.2017 EMAIL Rickners to Steven Richardson	Stipulated	Stipulated	-	
53.	04.07.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
54.	04.18.2017 letter from Steven Richardson to PSR	Stipulated	Stipulated	-	
55.	04.18.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
56.	05.01.2017 EMAIL Scott Hedges to Rickners & Steven Richardson	Stipulated	Stipulated	-	
57.	05.05.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
58.	06.02.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
59.	06.02.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
60.	06.07.2017 letter from Jennifer Gilbert to Rickners	Stipulated	Stipulated	-	
61.	06.15.2017 letter from Jennifer Gilbert to Rickners	Stipulated	Stipulated	-	
62.	06.26.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
63.	08.25.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	

64.	09.01.2017 letter from Cory Bond to Rickners	Stipulated	Stipulated	-	
65.	09.12.2017 EMAIL Rickners Cory Bond	Stipulated	Stipulated	-	
66.	09.22.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
67.	10.13.2017 letter from Cory Bond to Rickners	Stipulated	Stipulated	-	
68.	10.13.2017 letter from Michael Marinelli to Rickners 2	Stipulated	Stipulated	-	
69.	10.13.2017 letter from Michael Marinelli to Rickners	Stipulated	Stipulated	-	
70.	10.21.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
71.	11.15.2017 letter from Steven Richardson to Rickners	Stipulated	Stipulated	-	
72.	12.18.2017 letter from Casualty Loss Consultants to Steven Richardson	Stipulated	Stipulated	-	
73.	12.19.2017 letter from Casualty Loss Consultants to Steven Richardson	Stipulated	Stipulated	-	
74.	12.27.2017 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
75.	01.03.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
76.	01.09.2018 letter from Steven Richardson to Casualty Loss Consultants POLICY	Stipulated	Stipulated	-	
77.	01.12.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
78.	02.10.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
79.	03.07.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
80.	04.09.2018 letter from Brisco Guguich to Casualty Loss Consultants	Stipulated	Stipulated	-	
81.	04.13.2018 letter from Steven	Stipulated	Stipulated	-	

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	Richardson to Casualty Loss Consultants				
82.	05.04.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
83.	05.24.2018 letter from Casualty Loss Consultants to Steven Richardson	Stipulated	Stipulated	-	
84.	05.30.2018 letter from Steven Richardson to Casualty Loss Consultants 2	Stipulated	Stipulated	-	
85.	05.30.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
86.	06.21.2018 letter from Casualty Loss Consultants to Steven Richardson	Stipulated	Stipulated	-	
87.	06.26.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
88.	06.27.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
89.	07.05.2018 CHECK	Stipulated	Stipulated	-	
90.	07.09.2018 letter from Casualty Loss Consultants to Steven Richardson	Stipulated	Stipulated	-	
91.	07.23.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
92.	07.27.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
93.	08.13.2018 letter from Casualty Loss Consultants to Steven Richardson	Stipulated	Stipulated	-	
94.	08.24.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Stipulated	-	
95.	08.29.2018 letter from Rory Leid to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
96.	09.19.2018 letter from Casualty Loss Consultants to	Stipulated	Disputed	FRE 401, 402, 403,	

	Rory Leid			801, 802, 803	
97.	09.21.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
98.	10.04.2018 letter from Rory Leid to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
99.	10.18.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
100.	11.01.2018 letter from Casualty Loss Consultants to Steven Richardson	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
101.	11.12.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
102.	11.29.2018 letter from Rory Leid to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
103.	12.14.2018 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
104.	01.07.2019 letter from Steven Richardson to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
105.	02.08.2019 letter from Jennifer Gilbert to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
106.	03.21.2019 letter from Casualty Loss Consultants to Jennifer Gilbert	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
107.	03.29.2019 letter from Jennifer Gilbert to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802,	

				803	
108.	4.08.2019 letter from Rory Leid to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
109.	4.24.2019 letter from Rory Leid to Casualty Loss Consultants	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
110.	Subpoena to Chase Bank	Stipulated	Disputed	FRE 401, 402, 403, 801, 802, 803	
111.					
Defendant's Exhibits					
201	Zeno Martin's Expert Report	Stipulated	Disputed	ER 402, 403, 801, 802	
202	Zeno Martin's Rebuttal Expert Report	Stipulated	Disputed	ER 402, 403, 801, 802	
203	Contents List	Stipulated	Disputed	MIL, ER 402, 403	
204	Excerpts from Multicare Medical Records	Stipulated	Disputed	MIL, ER 402, 403, 801, 802	
205	Photos of Property/Contents/Structure (PSR)	Stipulated	Disputed	MIL, ER 402, 403	
206	Photos of Property/Contents/Structure	Stipulated	Disputed	MIL, ER 402, 403	
207	Photos of Property/Contents/Structure (PSR)	Stipulated	Disputed	MIL, ER 402, 403	
208	Plaintiffs' Witness and Exhibit List from Pierce County Case No. 05-2-12398-8	Stipulated	Disputed	MIL, ER 402, 403, 801, 802	
209	Plaintiffs' Trial Brief from Pierce County Case No. 05-2-12398-8	Stipulated	Disputed	MIL, ER 402, 403, 801, 802	
210	Declaration of Mark Rickner from Pierce County Case No. 05-2-12398-8	Stipulated	Disputed	MIL, ER 402, 403	
211	Bill Hight's Expert Report	Stipulated	Disputed	ER 402,	

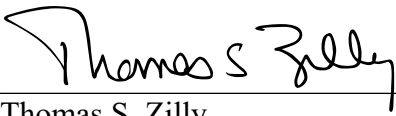
				403, 801, 802	
212	7/4/16 Sheriff's Report	Stipulated	Disputed	MIL, ER 402, 403, 801, 802	
213	12/3/16 Sheriff's Report & Supplemental Reports	Stipulated	Disputed	MIL, ER 402, 403, 801, 802	
214	Jack Thomas File Materials	Stipulated	Stipulated		
215	WA State Building Code	Disputed	Disputed	E, ER 401, 402, 801, 802	
216	WAC 51	Disputed	Disputed	E, ER 401, 402, 801, 802	
217	WAC 51.50.003	Disputed	Disputed	E, ER 401, 402, 801, 802	
218	Pierce County Building Code	Disputed	Disputed	E, ER 401, 402, 801, 802	

VIII. ACTION BY THE COURT

- (a) This case is scheduled for trial before a jury on October 31, 2022, at 9:00 a.m.
- (b) Trial briefs were submitted to the Court on May 23, 2022.
- (c) A draft voir dire script and a draft set of jury instructions were circulated to counsel via e-mail on June 3, 2022. The Court will set a deadline for filing objections.
- (d) A pretrial conference is SET for October 21, 2022, at 10:00 a.m.

This order has been approved by the parties as evidenced by the signatures of their counsel. This order shall control the subsequent course of the action unless modified by a subsequent order. This order shall not be amended except by order of the court pursuant to agreement of the parties or to prevent manifest injustice.

1 DATED this 25th day of August, 2022.

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4 Thomas S. Zilly
5 United States District Judge
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2 FORM APPROVED

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4 **FREEMAN LAW FIRM, INC.**

5 s/ Spencer D. Freeman
6 Spencer D. Freeman, WSBA # 25069
7 FREEMAN LAW FIRM, INC.
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9 Attorney for Plaintiffs Rickner

10
11 **WATHEN | LEID | HALL | RIDER, P.C.**

12 /s/ A. Elyse O'Neill
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